

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant
SONTHEIMER AND COMPANY, INC.
4 West 58th Street
New York, New York

Name of Foreign Principal
JAMAICA INDUSTRIAL DEVELOPMENT
CORPORATION

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

TERMINATED 6-30-72
SEE SS 7-18-72

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Not applicable.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant is engaged as public relations counsel in the United States, Canada and Jamaica in connection with the encouragement of industrial development on the Island of Jamaica.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

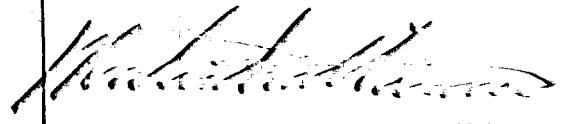
Date of Exhibit B

April 17, 1968

Name and Title

MORTON SONTHEIMER
President

Signature



^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

JAMAICA INDUSTRIAL DEVELOPMENT CORPORATION
KINGSTON-JAMAICA

FROM THE OFFICE OF THE EXECUTIVE DIRECTOR

Branch Office: MONTEGO BAY, JAMAICA
NEW YORK U.S.A.
LONDON, ENGLAND
TORONTO, CANADA

Executive Office: P.O. BOX 505
KINGSTON, JAMAICA
G.M. INDUSTRIAL DEVELOPMENT CORPORATION

14 February, 1968.

Sontheimer and Company, Inc.
Four West 58 Street
New York, N. Y. 10019

Dear Sirs:

I set out hereunder the terms of our Agreement as follows:-

1. The Jamaica Industrial Development Corporation (hereinafter referred to as "JIDC") hereby appoints Sontheimer and Company, Inc. (hereinafter called "Sontheimer") as its exclusive Public Relations Agent in North America for the purpose of providing Publicity and Public Relations service and Sontheimer agrees to act as such Agent under the terms and conditions hereinafter appearing.

2. This Agreement shall take effect on the first day of April, 1968 and shall continue until March 31, 1969 provided that this agreement shall be terminable at any time at the instance of either party on the giving of three months' notice of termination provided further that if JIDC shall have cause to terminate this agreement within twelve months of the date of this agreement, JIDC will pay to Sontheimer the Sterling equivalent of \$2,500 U.S. and no more over and above all amounts due from JIDC to Sontheimer under the Agreement. JIDC will simultaneously also pay to Sontheimer all monies as may be due to Sontheimer by reason of services rendered by Sontheimer in accordance with the terms of this contract and expenditures incurred by Sontheimer hereunder, prior to such termination and which services or expenditures are then unbilled or billed but unpaid.

...../

February 14, 1968

2.

3. A. Sontheimer's activities on behalf of the JIDC shall be directed largely to the United States, Canada and Jamaica, but Sontheimer shall provide press releases to the Press Officer of the High Commissioner of the United Kingdom for public relations activities in the United Kingdom.

B. In addition to its public relations services, Sontheimer shall provide all reasonable counsel and assistance to the JIDC in its other activities when requested by the latter.

C. Sontheimer's duties shall include liaison with editors and writers, the dissemination of news and information about the JIDC and Jamaica to public, press, radio and television and arranging for the publication of articles in newspapers, magazines and other communication media. It shall arrange or help to arrange press conferences, appearances on television and radio, receptions, seminars and speeches and also to write speeches for members and officers of the JIDC and associated persons who can advance the purposes of the JIDC.

4. Sontheimer agrees to employ in Jamaica, subject to approval of the person by JIDC, a Director of Public Relations to be devoted exclusively to JIDC's activities. This person shall be accommodated with office space by JIDC and will be subject to any general directives made by the Chief Executive of JIDC. Sontheimer also agrees to devote to JIDC's activities three other members of his staff, one of whom will be Assistant to the Director of Public Relations in Jamaica, another of whom will be Director of JIDC's Public Relations in the United States of America and Canada, and the third a Secretary in the United States of America, plus executive direction and counseling of the President of Sontheimer plus assistance within reasonable limits of the full staff of Sontheimer.

5. The JIDC agrees to place at its expense at the disposal of Sontheimer or his representatives in Jamaica a full-time secretary and part-time photographer or, if either proves unsuitable, an additional amount (being the Sterling equivalent of \$2800.00 U.S.) on an annual basis for hire of a secretary and an additional amount (being the Sterling equivalent of \$1736.00 U.S.) on an annual basis for photography.

6. The JIDC also agrees to provide, maintain and bear the cost of:

- A. Suitable offices only for the Sontheimer representatives in Jamaica and the photographic laboratory, equipped and furnished at No. 4 Winchester Road, Saint Andrew.

February 14, 1968

3.

- B. Necessary stationery, magazine and other necessary subscriptions and similar items of office use in Jamaica.
- C. Telephone service for the above facilities in Jamaica.

7. Sontheimer shall be responsible for the payment of all salaries for its staff in North America and Jamaica as well as employees' fringe benefits (payroll taxes, workmen's compensation, disability insurance, medical insurance), legal and accounting costs and employer's taxes for its staff in North America and Jamaica.

Sontheimer shall also be responsible for overhead costs which should include: office rents, utilities and services for its staff in North America as well as office furnishings and equipment for same in North America.

8. In consideration of the services of Sontheimer, JIDC will pay to Sontheimer remuneration in the amount and in the manner set out in a Schedule attached to this letter and marked with the letter "A".

9. Sontheimer's compensation as set forth in paragraph 8 above, does not include certain items of expenditure which are set out in a Schedule attached to this letter and marked with the letter "B".

10. All notices to be made hereunder to JIDC shall be made to and in the name of The Jamaica Industrial Development Corporation, 4 Winchester Road, Kingston 10, Jamaica. Any notices required to be sent to the company hereunder shall be made to Sontheimer and Company, Inc., Four West 58 Street, New York, N. Y. 10019, U.S.A.

11. No waiver in any one or more instances by either of the parties of any breach by the other party of any terms or provisions contained in this agreement shall be considered a waiver of any succeeding or preceding breach.

12. This Agreement shall in no way constitute any partnership or joint venture between the parties hereto.

13. This Agreement is complete and embraces the entire understanding between JIDC and Sontheimer, all prior agreements between the parties, oral or in writing, having been merged herein. This Agreement may not be changed or supplemented orally but only by a writing signed by both parties hereto.

February 14, 1968

4.

14. All disputes arising between JIDC and Sontheimer concerning the contents of the Agreement on the construction hereof or the rights, duties or liabilities of either of the parties or anything pertaining hereto shall be settled by reference to a single arbitrator in case they agree upon one, otherwise to two arbitrators, one to be appointed by each of the parties, and their Umpire in manner provided by the Arbitration Law, Chapter 19 of the Laws of Jamaica, Revised Edition, 1953.

15. This Agreement is to be construed in accordance with and is governed by Jamaican Law, and all questions relating to the rights, duties, obligations or liabilities of either of the parties are to be settled by reference to Jamaican Law, and the Jamaican Courts shall have jurisdiction in all matters arising directly or indirectly out of this Agreement.

16. It is agreed that it is a condition precedent to legal obligations being created by this Agreement that this Agreement receives the prior approval of the Exchange Control Authority under the Exchange Control Law of Jamaica.

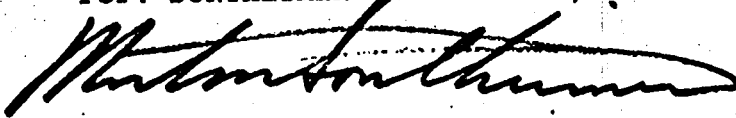
I shall be grateful if you will confirm your acceptance of the terms of this Agreement as set out in this letter by signing and returning the duplicate copy thereof which is attached for this purpose.

Yours very truly,



Carroll C. daCosta
Executive Director

For: SONTHEIMER AND COMPANY, INC.



Morton Sontheimer, President

SCHEDULE A

Sontheimer's remuneration shall be as follows:

For the period from 1st April, 1968 until 31st March, 1969, the Sterling equivalent of \$71,000. U.S. payable as follows:

On 1st April, 1968, the Sterling equivalent of \$11,833.42 and thereafter on the first day of every month up to and including the first day of March, 1969, the Sterling equivalent of \$5,378.78.

It is understood that the amounts provided for herein were originally computed in United States dollars and that any variation in the present exchange rate will be adjusted to bring the amounts to the equivalent in U. S. dollars.

In the event JIDC is prevented from making any such payments in Sterling by reason of any governmental law, rule or regulation, or for any other reason, such payments shall be made in U. S. dollars.

SCHEDULE B

Travel and transportation costs for employees traveling on behalf of JIDC, printing, advertising, photography and photographic prints and laboratory work in the United States, magazine subscriptions and reference books, press clippings, long distance telephone calls, cable, messenger and freight charges, mass mailings and necessary entertainment incurred on behalf of JIDC. Such expenses will be billed at cost and promptly reimbursed by JIDC upon presentation of satisfactory original bills and vouchers or other reasonable evidence of such expenditures, provided, however, that Sontheimer will have regard to budgetary consideration and that the total amount expended in any one year on these items aforesaid will not exceed the Sterling equivalent of \$15,000.00 U.S., without written approval by any duly authorized official of JIDC.

If requested by JIDC, Sontheimer shall order advertising, printing or other expenditures not provided for in Schedules "A" or "B" but same shall be chargeable to JIDC in addition to the provisions of Schedules "A" or "B".

It is understood that the amounts provided for herein were originally computed in United States dollars and that any variation in the present exchange rate will be adjusted to bring the amounts to the equivalent in U. S. dollars.

In the event JIDC is prevented from making any such payments in Pound Sterling by reason of any governmental law, rule or regulation, or for any other reason, such payments shall be made in U. S. dollars.